HON'BLE SRI JUSTICE GODA RAGHURAM

W.P.NO. 4936 OF 2006

DATED: 14.3.2006

Between:

M. Mariamma

… Petitioner

and

Sri Renuka Yellamma Ammavari

Temple and others

… Respondents

HON'BLE SRI JUSTICE GODA RAGHURAM

W.P.NO.4936 OF 2006

ORAL ORDER:

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The Writ Petition is misconceived.

The petitioner responded to an invitation to tender for vending of coconuts and other related material in the premises of Sri Renuka Yellamma Ammavari Temple, Darvespuram village, Kanagal Mandal, Nalgonda District, during the years 2004-2005 and 2005-2006.

The petitioner's current tenure of the lease is during 1.4.2005 to 31.3.2006. The petitioner is stated to have bid Rs.4,51,000/- for the aforesaid lease for the period ending 31.3.2006 and asserts to have paid an amount of Rs.3,30,000/- till date. According to the petitioner, a bridge on the road from Deverakonda to Nalgonda of the District had collapsed due to the heavy rains in the recent past i.e. on 30.10.2005 and as a consequence there was a fall in the number of visitors and vehicular traffic on the road. As a result, the petitioner suffered a loss.

For the ensuing year 2006-2007, the 1st respondent published a tender-cum-public auction notice by issuing an advertisement dated 6.3.3006, scheduling the tender-cum-public auction on 16.3.2006. The petitioner states that since he has suffered a loss for the previous year, the auction for the ensuing year should not be conducted and he should be continued by renewal of the lease period for the year 2006-2007 also on the same lease amount, as determined for the year 2005-2006.

The question whether the petitioner suffered a loss; whether such a loss is liable to be compensated by the 1st respondent-Devasthanam or the loss, if any, is a necessary corollary of a risk incidental to a business; and whether any right accrues to the petitioner for being compensated for the loss suffered by him, by the 1st respondent-Devasthanam, are all issues that are not appropriately adjudicated before this court, under Article 226 of the Constitution of India. The petitioner is seen

to have no legal right or legitimate expectation for continuance or renewal of lease for the ensuing year 2006-2007 in the factual circumstances of the case. A legal right is the only basis for the issuance of a Mandamus.

The writ petition is dismissed on the above analysis, at the stage of admission. No order as to costs.

GODA RAGHURAM, J

Date: 14.3.2006

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